

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM612348

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Jim Beam Brands Co.		11/30/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Intercontinental Packaging Co.		
<b>Doing Business As:</b>	Prestige Beverage Group		
<b>Street Address:</b>	2300 Pilot Knob Rd.		
<b>City:</b>	Mendota Heights		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55120		
<b>Entity Type:</b>	Corporation: MINNESOTA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3093290	WINDSOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6124927077		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	6124927717		
<b>Email:</b>	mhill@fredlaw.com		
<b>Correspondent Name:</b>	Michelle Hill		
<b>Address Line 1:</b>	200 SOUTH 6TH STREET, Ste 4000		
<b>Address Line 4:</b>	MINNEAPOLIS, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	57286.1		
<b>NAME OF SUBMITTER:</b>	Michelle Hill		
<b>SIGNATURE:</b>	/Michelle Hill/		
<b>DATE SIGNED:</b>	12/03/2020		
<b>Total Attachments: 7</b>			
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**TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** (the "Assignment") is entered into as of November 30, 2020 between Jim Beam Brands Co., a Delaware corporation, having an address of 222 W. Merchandise Mart Plaza, Suite 1600, Chicago, Illinois 60654 ("Assignor"), and Intercontinental Packaging Co., a Minnesota corporation doing business as Prestige Beverage Group, having an address of 2300 Pilot Knob Rd., Mendota Heights, Minnesota 55120 ("Assignee").

**WHEREAS**, Assignor is the owner of the entire right, title and interest in and to the marks set forth at Exhibit A (collectively, the "Marks") except as disclosed pursuant to the Asset Purchase Agreement (as defined below);

**WHEREAS**, Assignor, Assignee, Alberta Distillers Limited and Beam Canada Inc. have entered into an Asset Purchase Agreement, dated as of October 14, 2020 (as may be amended, modified or supplemented from time to time, the "Asset Purchase Agreement"), in which Assignor has agreed to sell and transfer to Assignee all right, title and interest in and to the Marks as set forth in the Asset Purchase Agreement; and

**WHEREAS**, Assignor therefore wishes to assign all right, title and interest in and to the Marks as set forth in the Asset Purchase Agreement and the goodwill associated therewith to Assignee, and Assignee desires to accept the Marks and the goodwill associated therewith.

**NOW, THEREFORE**, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby irrevocably sells, conveys, transfers and assigns to Assignee, its successors and assigns, any and all of Assignor's right, title and interest in and to the Marks, together with the ongoing and existing business of Assignor to which the Marks pertain and goodwill associated with the Marks, any and all of Assignor's registrations and applications for the Marks, including those set forth in Exhibit A, and any and all of Assignor's common law rights and copyright rights in the Marks, together with all rights and privileges granted and secured thereby, including without limitation, any and all of Assignor's rights to register, renew, defend, and protect interests therein under the applicable laws of all jurisdictions and all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable and all rights of action, both statutory and based upon common law, that Assignor has or might have, accrued, accruing and to accrue under and by virtue hereof, including the right to sue or otherwise recover for past infringement or other violation of the Marks prior to, on or after the date of this Assignment, together with the right to prosecute such claims, demands and rights of action in Assignee's own name and receive all damages, payments, costs and fees associated therewith, all of said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and corresponding entities or agencies in any applicable foreign countries, to record

Assignee as owner of the Marks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. This Assignment shall inure to the benefit of, and be binding upon the parties, their successors and assigns.

4. This Assignment has been executed in connection with the Asset Purchase Agreement and is expressly subject to the terms and conditions thereof. In the case of any conflict between the terms of this Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern.

5. This Assignment, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manners and respects and for all purposes as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto, each other party hereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto shall raise the use of a facsimile machine or electronic mail to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or electronic mail as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Assignment as of the day and year set forth above.

**ASSIGNOR:**

**JIM BEAM BRANDS CO.**

By: *Mercedes Hill*  
Name: Mercedes Hill  
Title: Assistant Secretary

State of Illinois:  
County of Cook:

Personally appeared before me the above-named *Mercedes Hill* to me well known, who signed the foregoing Trademark Assignment on behalf of Jim Beam Brands Co. in my presence on the date thereof and acknowledged the same to be his/her voluntary act and deed.



*Michelle Kallick*  
Notary Public

My commission to expire on *11-7-21*

**ASSIGNEE:**

**INTERCONTINENTAL PACKAGING CO.**

By: \_\_\_\_\_  
Name: Michael Johnson  
Title: Chief Executive Officer

*[Signature Page to Trademark Assignment]*

IN WITNESS WHEREOF, the undersigned have executed and delivered this Assignment as of the day and year set forth above.

ASSIGNOR:

JIM BEAM BRANDS CO.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

State of Illinois:  
County of Cook:

Personally appeared before me the above-named \_\_\_\_\_, to me well known, who signed the foregoing Trademark Assignment on behalf of Jim Beam Brands Co. in my presence on the date thereof and acknowledged the same to be his/her voluntary act and deed.

\_\_\_\_\_  
Notary Public

My commission to expire on \_\_\_\_\_

ASSIGNEE:

INTERCONTINENTAL PACKAGING CO.



By: \_\_\_\_\_  
Name: Michael Johnson  
Title: Chief Executive Officer

**Exhibit A**


*See attached.*

**SCHEDULE 1.1(a)(i)**

**Trademarks**

Country	Title/Mark	Reg. No. / App. No.	Status	Trademark Goods Text	Image	Owner - Name
Bahamas	WINDSOR	Pending	Pending	(33) - Alcoholic beverages (except beers); whisky		JIM BEAM BRANDS CO.
Bermuda	WINDSOR	56869	Published	(33) - Alcoholic beverages (except beers); whisky		JIM BEAM BRANDS CO.
Canada	WINDSOR	484378	Registered/Granted	(33) - Whiskey and distilled alcoholic beverages.		JIM BEAM BRANDS CO.
Dominican Republic	WINDSOR	201791182	Registered/Granted	(33) - Whiskey and distilled alcoholic beverages and all other articles included in this class.		JIM BEAM BRANDS CO.
Mexico	WINDSOR CANADIAN	App. No. 933016 Reg. No. 1043249	Registered/Granted	(33) - Alcoholic beverages (except beers).		JIM BEAM BRANDS CO.
New Zealand	WINDSOR (Label)	107581	Registered/Granted	(33) - Blended Canadian Whiskey.		JIM BEAM BRANDS CO.
Switzerland	WINDSOR (Label)	010541992	Registered/Granted	(33) - Whiskey.		JIM BEAM BRANDS CO.



Country	Title/Mark	Reg. No. / App. No.	Status	Trademark Goods Text	Image	Owner - Name
United Kingdom	WINDSOR CANADA'S SMOOTHEST WHISKY A BLEND (Label)	1255238	Registered/Granted	(33) – Blended whisky the produce [sic] of Canada		JIM BEAM BRANDS CO.
United States	WINDSOR	App. No. 78/650579 Reg. No. 3093290	Registered/Granted	(33) - Alcoholic beverages, except beers; whiskey.		JIM BEAM BRANDS CO.